



An Equal Opportunity Employer

Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
WaterMatters.org

Bartow Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Office
6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Office
7601 U.S. 301 North (Fort King Highway)
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

Randall S. Maggard
Chair, Pasco

Jeffrey M. Adams
Vice Chair, Pinellas

Bryan K. Beswick
Secretary, DeSoto, Hardee,
Highlands

Ed Armstrong
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Former Chair, Hillsborough

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Manatee

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Citrus, Lake, Levy, Sumter

Mark Taylor
Hernando, Marion

Michelle Williamson
Hillsborough

Vacant
Hillsborough, Pinellas

Brian J. Armstrong, P.G.
Executive Director

March 6, 2017

Thomas Gerstenberger
Manatee County
1022 26th Avenue East
Bradenton, Florida 34208

Subject: Pearce Drain/Gap Creek Watershed Management Plan
Project No. N759;
Agreement No. 17CF0000380

Dear Thomas:

Enclosed is one fully executed original of the agreement between the Southwest Florida Water Management District (District) and Manatee County, for the subject project.

Notice to Proceed will be issued by the District Contract Manager under separate cover.

If you have any questions, please contact me at the Brooksville office, extension 4146 or the Contract Manager, Jezabel Pagan Garcia, at the Brooksville office, extension 2128.

Sincerely,

Tammy G. Winton-Spearman, CPPO, CPPB
Sr. Procurement Specialist
Procurement Office
Finance Bureau

Enclosures (1)

cc: S. Tarokh, PAB
Contract Manager Jezabel Pagan Garcia
Records (Contract File)

RECEIVED

MAR 10 2017

PUBLIC WORKS
ENGINEERING DIVISION

COOPERATIVE FUNDING AGREEMENT (Type 4)
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
MANATEE COUNTY
FOR
PEARCE DRAIN/GAP CREEK WATERSHED MANAGEMENT PLAN (N759)

THIS COOPERATIVE FUNDING AGREEMENT (Agreement) is made and entered into by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and MANATEE COUNTY, a political subdivision of the State of Florida, whose address is 1112 Manatee Avenue West, Bradenton, Florida 34205, hereinafter referred to as the "COOPERATOR."

WITNESSETH:

WHEREAS, the COOPERATOR proposed a project to the DISTRICT for funding consideration under the DISTRICT'S cooperative funding program; and

WHEREAS, the project consists of completion of the Watershed Evaluation element and the Watershed Management Plan element, including computer modeling and floodplain analysis, hereinafter referred to as the "PROJECT"; and

WHEREAS, the DISTRICT considers the resource benefits to be achieved by the PROJECT worthwhile and desires to assist the COOPERATOR in funding the PROJECT.

NOW THEREFORE, the DISTRICT and the COOPERATOR, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

1. PROJECT CONTACTS AND NOTICES.

Each party hereby designates the individual set forth below as its prime contact for matters relating to this Agreement. Notices and reports shall be sent to the attention of each party's prime contact as set forth herein by U.S. mail, postage paid, by nationally recognized overnight courier, or personally to the parties' addresses as set forth below. Notice is effective upon receipt.

Project Manager for the DISTRICT:
Jezabel Pagan Garcia
Southwest Florida Water Management District
2379 Broad Street,
Brooksville, Florida 34604

Project Manager for the COOPERATOR:
Thomas Gerstenberger
Manatee County
1022 26th Avenue East
Bradenton, Florida 34208

Any changes to the above representatives or addresses must be provided to the other party in writing.

- 1.1 Project Managers are hereby authorized to approve requests to extend a PROJECT task deadline set forth in this Agreement. Such approval must be in writing, explain the reason for the extension and be signed in accordance with each party's signature authority. Project Managers are not authorized to approve any time extension which will result in an increased cost, or which will exceed the expiration date set forth in the Contract Period Paragraph.
- 1.2 Project Managers are authorized to adjust a line item amount of the Project Budget contained in the Project Plan attached hereto as an exhibit or, if applicable, the refined budget as set forth in subparagraph 2 of the Funding Paragraph. The authorization must be in writing, explain the reason for the adjustment, and be signed in accordance with each party's signature authority. Project Managers are not authorized to make changes to the Scope of Work and are not authorized to approve any increase in the amounts set forth in the funding section of this Agreement, or a line item amount if the adjusted amount exceeds the COOPERATOR'S appropriation of funds necessary to complete any Project Task in the fiscal year in which the adjustment is requested.

2 SCOPE OF WORK.

The DISTRICT shall perform the services necessary to complete the PROJECT in accordance with the Project Plan set forth in Exhibit "A." Any changes to this Agreement, except as provided herein, must be mutually agreed to in a formal written amendment approved by the DISTRICT and the COOPERATOR prior to being performed by the DISTRICT. The DISTRICT shall be solely responsible for managing the PROJECT, including the hiring and supervising of any consultants or contractors it engages.

3 FUNDING.

The parties anticipate that the total cost of the PROJECT shall be Six Hundred Seventy-Two Thousand Dollars (\$672,000). The COOPERATOR agrees to fund PROJECT costs up to Three Hundred Thirty-Six Thousand Dollars (\$336,000) and shall have no obligation to pay any costs beyond this maximum amount. The COOPERATOR has fully appropriated from legally available funds the amounts for all Project Tasks with completion dates ending in the first fiscal year of this Agreement as set forth in the Project Plan. No later than October 10th of each year thereafter, the COOPERATOR shall provide documentation to the DISTRICT confirming that the COOPERATOR has fully appropriated from legally available funds the amounts for all Project Tasks to be completed in the then current fiscal year as set forth in the Project Plan. The COOPERATOR shall ensure that the appropriated funds remain available for the

PROJECT until all reimbursements have been made to the DISTRICT as required by this Agreement. In the event the COOPERATOR fails to appropriate sufficient funds to complete the Project Tasks in any fiscal year, the DISTRICT may terminate this Agreement by providing ten (10) days written notice to the COOPERATOR. The DISTRICT agrees to fund PROJECT costs up to Three Hundred Thirty-Six Thousand Dollars (\$336,000) and shall have no obligation to pay any costs beyond this maximum amount. In the event that the total cost of the PROJECT exceeds \$672,000, the DISTRICT and COOPERATOR by mutual agreement, may provide additional funding or reduce the PROJECT scope. The DISTRICT shall pay PROJECT costs prior to requesting reimbursement from the COOPERATOR.

- 3.1 The DISTRICT'S performance and payment pursuant to this Agreement are contingent upon the DISTRICT'S Governing Board appropriating funds in its approved budget for the PROJECT in each Fiscal Year of this Agreement. The COOPERATOR recognizes that the DISTRICT has approved \$168,000 for the PROJECT through Fiscal Year 2017. The additional funds identified in this Agreement are contingent upon approval of such amounts by the DISTRICT Governing Board, in its sole discretion, in its annual budgets for future fiscal years. The COOPERATOR'S payment of any financial obligation under this Agreement is subject to appropriation by the COOPERATOR'S Board of legally available funds.
- 3.2 The COOPERATOR shall reimburse the DISTRICT for the COOPERATOR'S share of the allowable PROJECT costs in accordance with the Project Budget contained in the Project Plan. The DISTRICT may contract with consultant(s), contractor(s) or both and the budget amounts for the work set forth in such contract(s) will refine the amounts set forth in the Project Budget and be incorporated herein by reference. The COOPERATOR shall reimburse the DISTRICT for fifty percent (50%) of all allowable costs in each invoice received from the DISTRICT, but at no point in time shall the COOPERATOR'S expenditure amount under this Agreement exceed expenditures made by the DISTRICT. Payment shall be made to the DISTRICT within forty-five (45) days of receipt of an invoice with adequate supporting documentation to satisfy auditing purposes. Invoices shall be submitted to the COOPERATOR at the following address:

Thomas R. Gerstenberger, P.E.
1022 26th Avenue East
Bradenton, Florida 34208

This subparagraph shall survive the expiration or termination of this Agreement.

- 3.3 Any travel expenses which may be authorized under this Agreement shall be paid in accordance with Section 112.061, Florida Statutes (F.S.), as may be amended from time to time. The COOPERATOR shall not reimburse the DISTRICT for any purposes not specifically identified in the Scope of Work Paragraph. Surcharges added to third party invoices are not considered an allowable cost under this Agreement.

- 3.4 Each DISTRICT invoice must include the following certification, and the DISTRICT hereby delegates authority by virtue of this Agreement to its Project Manager to affirm said certification:

"I hereby certify that the costs requested for reimbursement and the DISTRICT'S matching funds, as represented in this invoice, are directly related to the performance under the (N759) agreement between the Southwest Florida Water Management District and Manatee County (Agreement No. 17CF0000380), are allowable, allocable, properly documented, and are in accordance with the approved project budget."

- 3.5 In the event any dispute or disagreement arises during the course of the PROJECT, including whether expenses are reimbursable under this Agreement, the DISTRICT will continue to perform the PROJECT work in accordance with the Project Plan. The DISTRICT is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute to the COOPERATOR'S Project Manager no later than ten (10) days after the precipitating event. If not resolved by the DISTRICT Project Manager, in consultation with his or her Bureau Chief, within ten (10) days of the COOPERATOR'S receipt of notice, the dispute will be forwarded to the DISTRICT'S Assistant Executive Director. The DISTRICT'S Assistant Executive Director in consultation with the DISTRICT'S Office of General Counsel will issue the DISTRICT'S final determination. The DISTRICT'S continuation of the PROJECT work as required under this provision shall not constitute a waiver of any legal remedy available to the DISTRICT concerning the dispute.

4 COMPLETION DATES.

The DISTRICT shall commence and complete the PROJECT and meet the task deadlines in accordance with the project schedule set forth in the Project Plan, including any extensions of time provided by the COOPERATOR in accordance with subparagraph 1 of the Project Contacts and Notices Paragraph. In the event of hurricanes, tornados, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots, which are beyond the control of the DISTRICT, the DISTRICT'S obligations to meet the time frames provided in this Agreement shall be suspended for the period of time the condition continues to exist. During such suspension, this Agreement shall remain in effect. The suspension of the DISTRICT'S obligations provided in this provision shall be the DISTRICT'S sole remedy for the delays set forth herein.

5 CONTRACT PERIOD.

This Agreement shall be effective upon execution by both parties and shall remain in effect through March 31, 2020, or upon satisfactory completion of the PROJECT and subsequent reimbursement to the DISTRICT, whichever occurs first, unless amended in writing by the parties.

6 PROJECT RECORDS AND DOCUMENTS.

Upon request by the COOPERATOR, the DISTRICT shall permit the COOPERATOR to examine or audit all PROJECT related records and documents during or following completion of the PROJECT at no cost to the COOPERATOR. Payments made to the DISTRICT under this Agreement shall be reduced for amounts found to be not allowable under this Agreement by an audit. The DISTRICT shall refund to the COOPERATOR all such disallowed payments. If an audit is undertaken by either party, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. Each party shall maintain all such records and documents for at least three (3) years following completion of the PROJECT. Each party shall allow public access to PROJECT documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, F.S. Should either party assert any exemption to the requirements of Chapter 119, F.S., the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the asserting party. This Paragraph shall survive the expiration or termination of this Agreement.

7 OWNERSHIP OF DOCUMENTS AND OTHER MATERIALS.

All documents, including reports, drawings, estimates, programs, manuals, specifications, and all goods or products, including intellectual property and rights thereto, purchased under this Agreement with DISTRICT funds or developed in connection with this Agreement shall be and shall remain the property of the DISTRICT and the COOPERATOR, jointly. Notwithstanding the above, all reclaimed water infrastructure shall be and shall remain the sole property of the COOPERATOR. This Paragraph shall survive the expiration or termination of this Agreement.

8 REPORTS.

Upon request by the COOPERATOR, the DISTRICT shall provide the COOPERATOR with copies of any and all data, reports, models, studies, maps or other documents resulting from the PROJECT.

9 LIABILITY.

Each party hereto agrees to indemnify and hold the other harmless, to the extent allowed under Section 768.28, F.S., from all claims, loss, damage and expense, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the negligent acts or omissions of the indemnifying party's officers, employees, contractors and agents related to its performance under this Agreement.

This Liability Paragraph does not constitute a waiver of either party's sovereign immunity or extend either party's liability beyond the limits established in Section 768.28, F.S. Additionally, this Liability Paragraph shall not be construed to impose contractual liability on either party for underlying tort claims as described above beyond the limits specified in Section 768.28, F.S., nor be construed as consent by either party to be sued by third parties in any manner arising out of this Agreement.

The Liability Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

10 DEFAULT.

Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party shall provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement shall automatically terminate. If a default cannot reasonably be cured in thirty (30) days, then the thirty (30) days may be extended at the non-defaulting party's discretion, if the defaulting party is pursuing a cure of the default with reasonable diligence. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.

11 RELEASE OF INFORMATION.

The parties agree not to initiate any oral or written media interviews or issue press releases on or about the PROJECT without providing notices or copies to the other party no later than three (3) business days prior to the interview or press release. This provision shall not be construed as preventing the parties from complying with the public records disclosure laws set forth in Chapter 119, F.S.

12 RECOGNITION.

The DISTRICT shall recognize COOPERATOR funding in any reports, models, studies, maps or other documents resulting from this Agreement, and the form of said recognition shall be subject to COOPERATOR approval. If construction is involved, the DISTRICT shall provide signage at the PROJECT site that recognizes funding for this PROJECT provided by the COOPERATOR. All signage must meet with COOPERATOR written approval as to form, content and location, and must be in accordance with local sign ordinances.

13 LAW COMPLIANCE.

Each party shall comply with all applicable federal, state and local laws, rules, regulations and guidelines, including those of the DISTRICT, related to performance under this Agreement. If the PROJECT involved design services, the DISTRICT'S consultants, regulation, and projects staff shall meet regularly during the PROJECT design to discuss ways of ensuring that the final design for the proposed PROJECT technically complies with all applicable DISTRICT rules and regulations.

14 ASSIGNMENT.

Except as otherwise provided in this Agreement, no party may assign any of its rights or delegate any of its obligations under this Agreement, including any operation or

maintenance duties related to the PROJECT, without the prior written consent of the other party. Any attempted assignment in violation of this provision is void. This Paragraph shall survive the expiration or termination of this Agreement.

15 CONTRACTORS.

Nothing in this Agreement shall be construed to create, or be implied to create, any relationship between the COOPERATOR and any contractor of the DISTRICT.

16 THIRD PARTY BENEFICIARIES.

Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.

17 LOBBYING PROHIBITION.

Pursuant to Section 216.347, F.S., the DISTRICT is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

18 GOVERNING LAW.

This Agreement is governed by Florida law and venue for resolving disputes under this Agreement shall be exclusively in Hernando County, Florida. This Paragraph shall survive the expiration or termination of this Agreement.

19 SEVERABILITY.

If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. This Paragraph shall survive the expiration or termination of this Agreement.

20 ENTIRE AGREEMENT.

This Agreement and the attached exhibit(s) listed below constitute the entire agreement between the parties and, unless otherwise provided herein, may be amended only in writing, signed by all parties to this Agreement.

21 DOCUMENTS.

The following document(s) is/are attached and made a part of this Agreement. In the event of a conflict of contract terminology, priority shall first be given to the language in the body of this Agreement, then to Exhibit "A."

Exhibit "A" – Project Plan

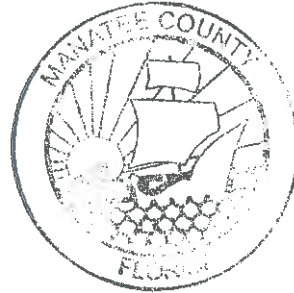
IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT


By:  3/2/2017
Amanda Rice, P. E. Date
Assistant Executive Director

MANATEE COUNTY

By:  02/07/17
Chairperson Date



ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By:  02/07/17
Deputy Clerk Date

COOPERATIVE FUNDING AGREEMENT (Type 4)
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
MANATEE COUNTY
FOR
PEARCE DRAIN/GAP CREEK WATERSHED MANAGEMENT PLAN (N759)

EXHIBIT "A" PROJECT PLAN

PROJECT DESCRIPTION

This is a multi-year funded PROJECT to develop a watershed management plan (WMP) for the Pearce Drain/Gap Creek watershed (Watershed), which covers an area of approximately 14 square miles located in southwestern Manatee County, Florida. This WMP will identify flood prone areas and water quality issues in the Watershed through a comprehensive assessment including data analysis and modeling. Currently, flood analysis models are not available and the Watershed includes regional or intermediate storm water systems. The information developed from the PROJECT will assist the COUNTY with floodplain and water quality management as well as planning and development decisions. It will also support the DISTRICT'S Resource Management and Environmental Resource Permitting programs. The following elements of the DISTRICT'S Watershed Management Program will be performed: (1) Watershed Evaluation, and (2) Watershed Management Plan. These elements are defined under the Project Tasks section below. Project Tasks are to be accomplished according to the Project Schedule and Project Budget sections listed below.

RESOURCE BENEFIT

The resource benefit of this flood protection project is to analyze flooding problems that exist in the Watershed. Currently, flood analysis models are not available, or are over 10 years old, and the Watershed includes regional or intermediate storm water systems.

PROJECT TASKS

All work related to this PROJECT will be performed in accordance with the DISTRICT'S Watershed Management Program Guidance documents, effective as of the date of the execution of this Agreement. A list of these Guidance documents can be found at: http://ftp.swfwmd.state.fl.us/pub/GWIS/WMP_Guidance_Documents (WMP_Guidance.zip).

- 1.1 **Watershed Evaluation** – The systematic acquisition and assessment of Watershed data through desktop and field reconnaissance and survey; and development of Geographic Watershed Information System (GWIS) database, or a Geographical Information System (GIS) database in a format approved by the DISTRICT, for the Watershed features. Watershed Evaluation defines the Watershed's natural conveyance and storage features as well as storm water infrastructure. It also establishes the complexity of preliminary model features of the Watershed. To provide additional quality assurance, the deliverables will be peer reviewed by an independent and qualified consultant.
- 1.2 **Watershed Management Plan** – Consists of tasks related to the management of surface water resources. These tasks include developing a Watershed model and identifying associated floodplains. The Watershed model and floodplain results will be peer reviewed by an independent and qualified consultant. A preliminary floodplain open house will be held to solicit public comments. Upon approval of the Watershed model and floodplain

results, subsequent tasks include identifying drainage improvement projects through alternatives analysis and prioritization, as well as performing a Surface Water Resource Assessment (SWRA) and identifying best management practices (BMPs) to address water quality concerns of the Watershed.

DELIVERABLES

- Monthly Status Reports
- Project Development Document
- Watershed Evaluation Report
- Watershed Model
- WMP Geodatabase
- Watershed Management Plan
- Floodplain Justification Report
- Peer Review Report
- Comments Geodatabase
- Drainage Improvement Alternatives Analysis Report
- SWRA Report and Supporting Calibrations Models
- BMP Alternatives Analysis Report

PROJECT SCHEDULE

Additional milestones for the following tasks will be completed within the timeframes set forth in Task Work Assignments (TWAs) issued to the DISTRICT'S consultant. The DISTRICT will issue a notice to proceed to its consultant no later than 6 months from the execution of this Agreement.

TASK DESCRIPTION	COMPLETION DATE
1.1 Watershed Evaluation	03/30/2018
1.2 Watershed Management Plan	12/31/2019

PROJECT BUDGET

TASK DESCRIPTION	DISTRICT	COOPERATOR	TOTAL
1.1 Watershed Evaluation	\$168,000	\$168,000	\$336,000
1.2 Watershed Management Plan	\$168,000	\$168,000	\$336,000
Total	\$336,000	\$336,000	\$672,000

The remainder of this page is intentionally left blank.

APPROVED in Open Session

Manatee County Board of County
Commissioners

Manatee County Government Administrative Center
Commission Chambers, First Floor
9:00 a.m. - February 7, 2017

2/7/17

February 7, 2017 - Regular Meeting
Agenda Item #38

Subject

Pearce Drain/Gap Creek Watershed Management Plans

Briefings

None

Contact and/or Presenter Information

Sia Mollanazar, P.E., Deputy Director-Engineering Services, Public Works Department, ext. 7487.

Action Requested

Authorization for the Chairperson to execute the Cooperative Funding Agreement for the Pearce Drain/Gap Creek Watershed Management Plan between Manatee County and the Southwest Florida Water Management District (SWFWMD); and designate Thomas R. Gerstenberger, P.E., as the Project Manager for the County.

Enabling/Regulating Authority

F.S. Chapter 125, County Government

Background Discussion

Manatee County has applied for a Cooperative Funding Agreement with Southwest Florida Water Management District (SWFWMD) for a Watershed Management Program (study) of Pearce Drain/Gap Creek. In conjunction with this initial agreement, the County will reimburse SWFWMD for 50% of all allowable costs associated with the project budget. This agreement will remain effective through December 31, 2019.

The County is entering into this Cooperative Funding Agreement with SWFWMD to modernize the 100-year floodplain delineation through LIDAR, infrastructure inventory, permit data collection, water quality, and drainage model analysis. Once the watershed study is adopted through SWFWMD, the modernized 100-year floodplain data will be submitted to the Federal Emergency Management Administration (FEMA) for incorporation in Manatee County Flood Insurance Rate Maps (FIRM). At present, 100-year floodplain delineation for Pearce Drain/Gap Creek Watershed dates back to 1984 and 1992 effective FIRM.

County Attorney Review

Formal Written Review (Opinion memo must be attached)

Explanation of Other

Reviewing Attorney

Zamboni

Instructions to Board Records

Emailed 2/9/17, interofficed 2/15/17

Please return two (2) executed agreements to Thomas Gerstenberger, P.E., Stormwater Engineering Division

Manatee County Government Administrative Center
Commission Chambers, First Floor
9:00 a.m. - February 7, 2017

Manager for transmittal to SWFWMD. Once the agreement has been executed by SWFWMD, an original signed agreement will be forwarded to Board Records for retention.

Cost and Funds Source Account Number and Name

460-0010700

Amount and Frequency of Recurring Costs

Maximum cost not to exceed \$336,000

Attachment: [Location Map of the Pearce Drain - Gap Creek Watershed.pdf](#)

Attachment: [Pearce Drain-Gap Creek Watershed Management Plan - SWFWMD Agreement No 17CF0000380 recvd 12282016.pdf](#)

Attachment: [Response Memo COOP Fund Agmt Pearce Drain-Gap Creek Watershed - CAO Review - No. 2016-0840 12282016.pdf](#)



An Equal Opportunity Employer

Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899

(352) 796-7211 or 1-800-423-1476 (FL only)

WaterMatters.org

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Tampa Office
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Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

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George W. Mann
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Michael A. Moran
Charlotte, Sarasota

Kelly S. Rice
Citrus, Lake, Levy, Sumter

Mark Taylor
Hernando, Marion

Michelle Williamson
Hillsborough

Vacant
Hillsborough, Pinellas

Brian J. Armstrong, P.G.
Executive Director

December 20, 2016

Thomas Gerstenberger
Manatee County
1022 26th Avenue East
Bradenton, Florida 34208

Subject: Pearce Drain/Gap Creek Watershed Management Plan
Project No. N759
Agreement No. 17CF0000380

Dear Mr. Gerstenberger:

Enclosed are two originals of the agreement between the Southwest Florida Water Management District (District) and Manatee County, for the subject project. Please have both originals signed and dated, then return them to my attention. One fully executed original will be sent to you for your files after the District's executive director or designee has signed the agreements.

If you have any questions, please contact me at the Brooksville office, extension 4146.

Sincerely,

Tammy G. Winton-Spearman, CPPO, CPPB
Sr. Procurement Specialist
Procurement Section
Finance Bureau

Enclosures (2)


cc: S. Tarokh, PAB
Jezebel Pagan Garcia Contract Manager
Records (Contract File)

RECEIVED
DEC 28 2016
PUBLIC WORKS
ENGINEERING DIVISION

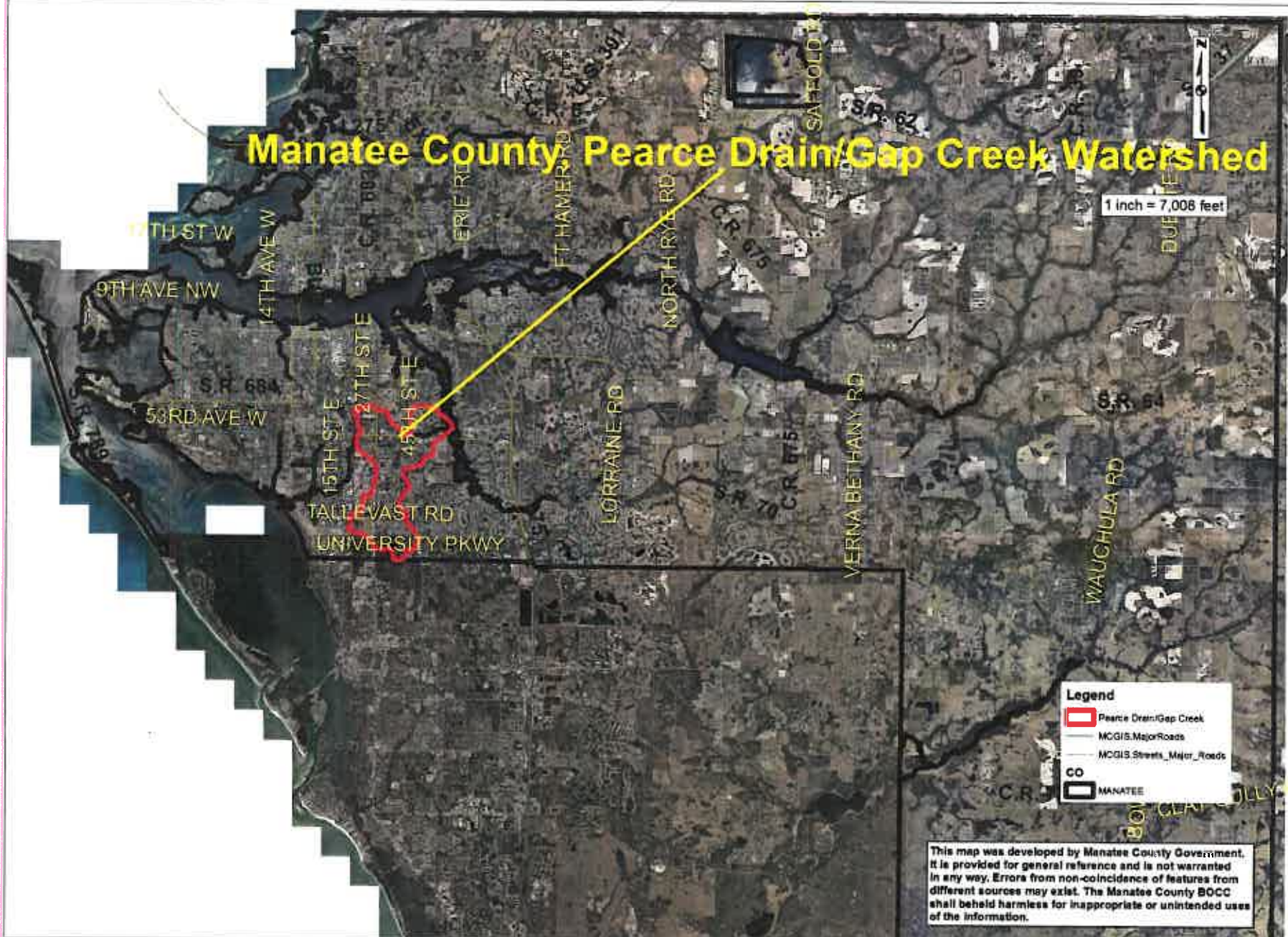
Manatee County Pearce Drain/Gap Creek Watershed

1 inch = 7,008 feet

Legend

-  Pearce Drain/Gap Creek
-  MCGIS_MajorRoads
-  MCGIS Streets_Major_Roads
-  CO
-  MANATEE

This map was developed by Manatee County Government. It is provided for general reference and is not warranted in any way. Errors from non-coincidence of features from different sources may exist. The Manatee County BOCC shall be held harmless for inappropriate or unintended uses of the information.





OFFICE OF THE COUNTY ATTORNEY

MITCHELL O. PALMER, COUNTY ATTORNEY*
William E. Clague, Assistant County Attorney
Sarah A. Schenk, Assistant County Attorney**
Christopher M. De Carlo, Assistant County Attorney
Geoffrey K. Nichols, Assistant County Attorney
Pamela J. D'Agostino, Assistant County Attorney
Anne M. Morris, Assistant County Attorney
Katharine M. Zamboni, Assistant County Attorney

MEMORANDUM

DATE: December 28, 2016

TO: Sia Mollanazar, P.E., Deputy Director – Engineering Services, Public Works Department

THROUGH: Mitchell O. Palmer, County Attorney *MOP 12/28/16*

FROM: Katharine M. Zamboni, Assistant County Attorney *KMZ*

**RE: Cooperative Funding Agreement for the Pearce Drain/Gap Creek Watershed Management Program
Request for Legal Services; CAO Matter Nos. 2016-0840**

Issue Presented:

The Public Works Department requested legal review of a draft Cooperative Funding Agreement between Manatee County and the Southwest Florida Water Management District (SWFWMD) for the Pearce Drain/Gap Creek Watershed Management Program.

Brief Answer:

I have reviewed the Cooperative Funding Agreement, as revised by SWFWMD, dated December 15, 2016, and find it to be legally sufficient.

Discussion:

On December 1, 2016, I sent SWFWMD comments and suggested edits to the initial draft Cooperative Funding Agreement, dated November 1, 2016. SWFWMD's policy is that it will not change boiler plate language unless it is incorrect. As a result of my conversation with SWFWMD's attorney, SWFWMD agreed to correct paragraph 3.2, paragraph 3.5, as well as the effective date of the agreement and the County's signature block. On December 15, 2016, SWFWMD transmitted a revised version of the Cooperative Funding Agreement to the County.

* Board Certified in Construction Law

** Board Certified in City, County, & Local Government Law

Conclusion:

The revised Cooperative Funding Agreement provided by SWFWMD is legally sufficient and consistent with the County's Floodplain Management Ordinance No. 13-39, by supporting the modernization of floodplain data that will be submitted to the Federal Emergency Management Agency.

I trust this response adequately addresses your request. Should you have any further questions, please do not hesitate to contact this Office.

KMZ

Copies to: Ed Hunzeker, County Administrator
 Karen Windon, Deputy County Administrator
 Dan Schlandt, Deputy County Administrator
 Ron Schulhofer, Director, Public Works Department